IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.388 OF 2006

IN

SUMMARY SUIT NO.1658 OF 2006

1. M/s.Doshi Industries & others. ...Plaintiffs.

vs.

Mr.Narendra Parekh. ...Defendant.

Mr.R.L.Shethia, for Plaintiffs.

Mr.V.A.Sonpal, for Defendant.

CORAM: D.K.DESHMUKH,J.

DATED: 6th December, 2006.

P.C.:-

By consent of parties, the summons for judgment is disposed of in the following terms:-

1. In case within a period of Six weeks from today the defendant furnishes bank guarantee of a nationalised bank to the satisfaction of the Prothonotary and Senior Master of this Court in the amount of Rs.4,50,000/- with due intimation to the plaintiffs, this

summons for judgment shall stand disposed of and leave to defend shall stand granted to the defendant.

2. In that event written statement to be filed within Eight weeks from the date of furnishing the bank guarantee. The bank guarantee shall be kept current till the suit is pending.

3. In case the bank guarantee is not furnished within the aforesaid period, the summons for judgment shall stand granted and suit of the plaintiffs shall stand decreed in terms of the prayer clause of the suit. In that event plaintiffs shall be entitled to refund of court fees as per rules.